



E-134-15

**Contract Details**

SERVICES: Special Counsel

NIFS ID #: CLAT15000010 NIFS Entry Date: 06/23/2015 Term: December 31, 2011 - Completion

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No X
Amendment # 4 X	2) Comptroller Approval Form Attached:	Yes X No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No X
Addl. Funds X	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes X No <input type="checkbox"/>
RES#		

**Agency Information**

Vendor		County Department	
Name Berkman, Henoch, Peterson, Peddy & Fenchel, P.C.	Vendor ID# 113142336	Department Contact Daniel Gregware	
Address 100 Garden City Plaza Garden City, New York 11530	Contact Person Joseph E. Macy	Address 1 West St. Mineola, New York 11501	
	Phone (516) 222-6200 (extension 258)	Phone (516) 571-1675	

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		Cell John	
	OMB	NIFS Approval <input type="checkbox"/>	6/16/15	Joseph W. Glavin	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
7/2/15	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	7/2/15	J. G. G. G.	
	County Attorney	CA Approval as to form <input type="checkbox"/>	6/16/15	S. E. S. S.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG Legislative Affairs	Fw'd Original K to CA <input type="checkbox"/>	7/1/15	Corette A. Beltruce	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
7/7/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	7/7/15	C. G.	



## Contract Summary

<b>Description:</b> Amendment # 4 to the outside counsel contract.
<b>Purpose:</b> This is an amendment to an existing outside counsel contract to represent the County in the matters: <u>Matthew Prince v. County of Nassau, et al.</u> ; the appeal to the <u>Matthew Prince v. County of Nassau, et al.</u> case; and <u>Chrebet v. County of Nassau, et al.</u> This amendment increases funding to the contract.
<b>Method of Procurement:</b> Contract amendment. See procurement history below.
<b>Procurement History:</b> A Request for Qualifications was issued and a panel of law firms and attorneys was established. Berkman, Henoch, Peterson, Peddy & Fenchel, P.C. was selected from the panel to handle the following cases: <u>Matthew Prince v. County of Nassau, et al.</u> , appeal to the <u>Matthew Prince v. County of Nassau, et al.</u> , and <u>Chrebet v. County of Nassau, et al.</u> Berkman, Henoch, Peterson, Peddy & Fenchel, P.C. was selected to represent the County in these cases based on the firm's experience, expertise in the subject matter and availability. Additionally, the firm has other contracts with the County.
<b>Description of General Provisions:</b> As described above.
<b>Impact on Funding / Price Analysis:</b> \$50,000.00 max increase, but only \$40,000.00 initial encumbrance as per amendment # 4.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

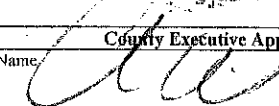
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$40,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$40,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$40,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$40,000.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name	Name	Date: 7/7/15
Date	Date	(For Office Use Only)
		E #:

RULES RESOLUTION NO.      – 2015

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A  
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU  
COUNTY ATTORNEY AND BERKMAN, HENOCH, PETERSON,  
PEDDY & FENCHEL, P.C.

WHEREAS, the Nassau County Attorney has executed an amendment  
to a special counsel agreement with Berkman, Henoch, Peterson, Peddy &  
Fenchel, P.C., a copy of which is on file with the Clerk of the Legislature;  
now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101,  
the Rules Committee of the Nassau County Legislature affirms the  
amendment to a special counsel contract entered into by the Nassau County  
Attorney and Berkman, Henoch, Peterson, Peddy & Fenchel, P.C.

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** Berkman, Henoch, Peterson, Peddy & Fenchel, P.C.  
(CLAT15000010)

**CONTRACTOR ADDRESS:** 100 Garden City Plaza, Garden City, New York 11530

**FEDERAL TAX ID #:** 113142336

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**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. X This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on September 6, 2012, and thereafter under subsequent amendments on March 1, 2013, January 6, 2014, and March 25, 2015. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a Request for Qualifications was issued and a panel of law firms and attorneys was established. Berkman, Henoch, Peterson, Peddy & Fenchel, P.C. was selected from the panel to handle the following cases: Matthew Prince v. County of Nassau, et al., appeal to the Matthew Prince v. County of Nassau, et al., and Chrebet v. County of Nassau, et al. Berkman, Henoch, Peterson, Peddy & Fenchel, P.C. was selected to represent the County in these cases based on the firm's experience, expertise in the subject matter and availability. Additionally, the firm has other contracts with the County.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

***NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

#### **AMENDMENT NO. 4**

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Berkman, Henoch, Peterson, Peddy & Fenchel, P.C., having an office located at 100 Garden City Plaza, Garden City, New York 11530 ("Counsel" or "Contractor").

#### **WITNESSETH:**

WHEREAS, pursuant to County contract number CQAT12000013 between the County and Counsel, executed on behalf of the County on September 6, 2012, as amended by amendment one (1), County contract amendment number CLAT13000003, executed on behalf of the County on March 1, 2013, as amended by amendment two (2), County contract amendment number CLAT13000025, executed on behalf of the County on January 6, 2014, and as amended by amendment three (3), County contract amendment number CLAT14000033, executed on behalf of the County on March 25, 2015 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigations known as Matthew Prince v. County of Nassau, et al. under case number 08-CV-1829 (DRH)(AKT), the appeal to the Matthew Prince v. County of Nassau, et al. case, and Chrebet v. County of Nassau, et al. under case number 09-CV-4249 (DRH)(AKT), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from December 31, 2011 until completion of Services, as defined under the Original Agreement, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Six Hundred Twenty-five Thousand Dollars (\$625,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Fifty Thousand Dollars (\$50,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Six Hundred Seventy-five Thousand Dollars (\$675,000.00) (the "Amended Maximum Amount").

2. Partial Encumbrance. Counsel acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the

term of this Amended Agreement. Counsel further acknowledges that the first encumbrance shall be Forty Thousand Dollars (\$40,000.00). Thereafter, the Department shall notify Counsel of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.


3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]


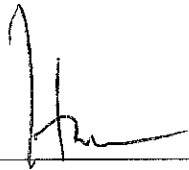


IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

BERKMAN, HENOCH, PETERSON, PEDDY &  
FENCHEL, P.C.

By:   
Name: Joseph E. Macy  
Title: Vice President  
Date: June 18, 2015

NASSAU COUNTY

By:    
Name: Carnell Foskey  
Title: County Attorney  
Date: \_\_\_\_\_

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)  
 )ss.:  
COUNTY OF NASSAU )

On the 18<sup>th</sup> day of June in the year 2015 before me personally came Joseph E. Macy to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Vice-President of Bellman, Horach, Peterson, Paddy & Pochet, P.A. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

  
NOTARY PUBLIC

**TYESHA ROBINSON**  
Notary Public, State of New York  
No. 01RO6188468  
Qualified in Nassau County  
Commission Expires 06/09/2016

STATE OF NEW YORK)  
 )ss.:  
COUNTY OF NASSAU )

On the 24<sup>th</sup> day of JUNE in the year 2015 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

  
NOTARY PUBLIC

**DIANA CATAPANO**  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01RO6188468  
Qualified in Nassau County  
Commission Expires MAR. 31, 2019

STATE OF NEW YORK)  
 )ss.:  
COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



# E-131-12

SERVICES: Special Counsel

## Contract Details

NIFS ID #: CQAT12000013 NIFS Entry Date: 04/20/2012 Term: from December 31, 2011 - Completion

New X Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/>	No X
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No X
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes X	No <input type="checkbox"/>
RES#			

## Agency Information

Vendor		County Department	
Name	Berkman, Henoch, Peterson, Peddy & Fenchel, P.C.	Department Contact	Daniel Gregware
Vendor ID#	113142336	Address	1 West St. Mineola, New York 11501
Address	100 Garden City Plaza Garden City, New York 11530	Phone	(516) 571-1675
Contact Person	Joseph E. Macy		
Phone	(516) 222-6200 (extension 258)		

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
5/3/12	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/>	5/3/12 <i>[Signature]</i>	
	County Attorney	CA Approval as to form	<input type="checkbox"/>	5/3/12 <i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs	<input type="checkbox"/>	5/2/12 <i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	Fw'd Original K to CA	<input type="checkbox"/>	<i>[Signature]</i>	
	County Attorney	NIFS Approval	<input type="checkbox"/>	5/3/12 <i>[Signature]</i>	
	County Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	5/3/12 <i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	5/2/12 <i>[Signature]</i>	

RULES RESOLUTION NO. 150 2012

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL  
CONTRACT ENTERED INTO BY THE COUNTY ATTORNEY AND  
BERKMAN, HENOCHE, PETERSON, PEDDY & FENCHEL, P.C.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 6-4-12  
VOTING:  
ayes 4 nays 3 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County Attorney has executed a special counsel  
agreement with Berkman, Henoch, Peterson, Peddy & Fenchel, P.C., a copy  
of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101,  
the Rules Committee of the Nassau County Legislature affirms the special  
counsel contract entered into by the County Attorney and Berkman, Henoch,  
Peterson, Peddy & Fenchel, P.C.

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** Berkman, Henoeh, Peterson, Peddy & Fenchel, P.C.  
(CQAT12000013)

**CONTRACTOR ADDRESS:** 100 Garden City Plaza, Garden City, New York 11530

**FEDERAL TAX ID #:** 113142336

---

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

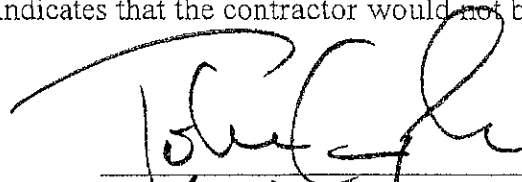
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:**

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature  
4/23/2012  
\_\_\_\_\_  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

## SPECIAL COUNSEL AGREEMENT

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Berkman, Henoch, Peterson, Peddy & Fenchel, P.C., with an office located at 100 Garden City Plaza, Garden City, New York 11530 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, the County is currently involved in litigation known as Matthew Prince v. County of Nassau, et al., under case number 08-CV-1829 (DRH)(AKT); and

WHEREAS, pursuant to Nassau County Charter Section 1101, the County Attorney has determined the need for the employment of special counsel; and

WHEREAS, the County desires to hire Counsel to perform the services described in this Agreement; and

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on December 31, 2011 and shall terminate upon completion of services, as hereinafter described, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County and all Nassau County employee defendants in their individual and official capacities, in litigation entitled Matthew Prince v. County of Nassau, et al., under case number 08-CV-1829 (DRH)(AKT) ("Services"). Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a)(1) Amount of Consideration. The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Two Hundred Thousand Dollars (\$200,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

	<u>In-Court Time</u>	<u>Out-of Court Time</u>
(i) Partner	\$225.00	\$175.00
(ii) Associate	\$150.00	\$120.00
(iii) Paralegal	_____	\$90.00

(a)(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, Counsel agrees as follows:

- (i) Counsel shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of Counsel to inform the County of any material changes in the content of its certification of compliance attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

8. Service Standards. Regardless of whether required by Law: (a) Counsel shall, and shall cause Counsel Agents to, conduct his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not



of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by Counsel delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that Counsel is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Counsel's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles or such other standard accounting principles that are acceptable within the industry and, if Counsel is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred Thirty-three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all requisite County approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

COUNTY OF NASSAU )

On the 6th day of January in the year 2012 before me personally came Joseph E. macy to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Vice President of Berkman, Henoch, Peterson, Paddy, Fenchel, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Commission Expires January 20, 2016

COUNTY OF NASSAU)

On the 23<sup>rd</sup> day of April in the year 2022 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the **County Attorney for the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Law, including Nassau County Charter Section 1101.

QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES MAR. 31, 2015

COUNTY OF NASSAU)

On the 6 day of September in the year 2012 before me personally came Richard B. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a **County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Commission Expires April 02, 2010

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law

manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining

services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

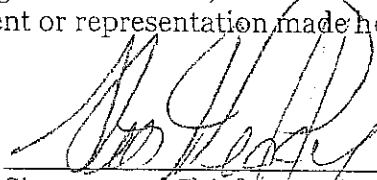
initiated judicial action \_\_\_\_\_ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

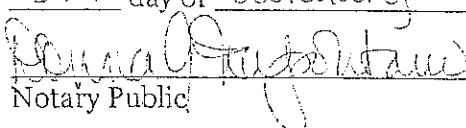
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

January 6, 2012  
Dated

  
\_\_\_\_\_  
Signature of Chief Executive Officer

Steven J. Reddy, Managing Partner  
Name of Chief Executive Officer

Sworn to before me this

6th day of January, 2012.  
  
\_\_\_\_\_  
Notary Public

DONNA A. NAPOLITANO  
Notary Public, State of New York  
No. 02NA8104499  
Qualified in Nassau County  
Commission Expires January 20, 2016



# E-30-13

## Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT13000003 NIFS Entry Date: 12/18/2012 Term: from December 31, 2011 - Completion

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No X
2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No <input type="checkbox"/>
5) Insurance Required	Yes X	No <input type="checkbox"/>

## Agency Information

Vendor	
Name Berkman, Henoch, Peterson, Peddy & Fenchel, P.C.	Vendor ID# 113142336
Address 100 Garden City Plaza Garden City, New York 11530	Contact Person Joseph E. Macy
	Phone (516) 222-6200 (extension 258)

County Department	
Department Contact Daniel Gregware	
Address 1 West St. Mineola, New York 11501	
Phone (516) 571-1675	

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	1/14/13	<i>[Signature]</i>	
1/10/13	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	1/10/13	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input type="checkbox"/>	01/10/2013	<i>[Signature]</i>	
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>	1/22/2013	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	01/10/2013	<i>[Signature]</i>	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	2/22/13	<i>[Signature]</i>	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	1/23/13	<i>[Signature]</i>	



RULES RESOLUTION NO. 23 2013

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A  
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU  
COUNTY ATTORNEY AND BERKMAN, HENOCH, PETERSON,  
PEDDY & FENCHEL, P.C.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 2-4-13  
VOTING:  
ayes 4 nays 3 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment  
to a special counsel agreement with Berkman, Henoch, Peterson, Peddy &  
Fenchel, P.C., a copy of which is on file with the Clerk of the Legislature;  
now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101,  
the Rules Committee of the Nassau County Legislature affirms the  
amendment to a special counsel contract entered into by the Nassau County  
Attorney and Berkman, Henoch, Peterson, Peddy & Fenchel, P.C.

George Muragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** Berkman, Henoch, Peterson, Peddy & Fenchel, P.C.  
(CLAT13000003)

**CONTRACTOR ADDRESS:** 100 Garden City Plaza, Garden City, New York 11530

**FEDERAL TAX ID #:** 113142336

---

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

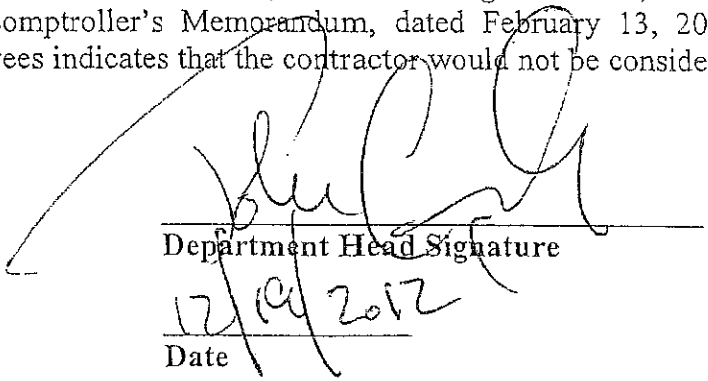
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

*In addition, if this is a contract with an individual or with an entity that has only one or two employees:*

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

12/19/2012  
\_\_\_\_\_  
Date

*NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

## AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Berkman, Henoch, Peterson, Peddy & Fenchel, P.C., having an office located at 100 Garden City Plaza, Garden City, New York 11530 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000013 between the County and Counsel, executed on behalf of the County on September 6, 2012 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as Matthew Prince v. County of Nassau, et al., which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from December 31, 2011 until completion of services, as defined under the Original Agreement, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Two Hundred Thousand Dollars (\$200,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Seventy-five Thousand Dollars (\$275,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Four Hundred Seventy-five Thousand Dollars (\$475,000.00) (the "Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

STATE OF NEW YORK)  
 )ss.:  
COUNTY OF NASSAU )

On the 13th day of December in the year 2012 before me personally came Joseph E. Macy to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Vice President of Berkman, Henoch, Peterson\*, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

*Patricia A. Damato*

NOTARY PUBLIC

PATRICIA A. DAMATO  
Notary Public, State of New York  
No. 01DA5022281  
Qualified in Suffolk County  
Commission Expires January 3, 2014

\*Berkman, Henoch, Peterson,  
Peddy & Fenchel, P.C.

STATE OF NEW YORK)  
 )ss.:  
COUNTY OF NASSAU )

On the 19 day of December in the year 2012 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

*Nina DeLuca*

NOTARY PUBLIC

NINA DELUCA  
Notary Public, State of New York  
No. 01DE6199846  
Qualified in Suffolk County  
Commission Expires Jan. 20, 2017

STATE OF NEW YORK)  
 )ss.:  
COUNTY OF NASSAU )

On the 11 day of March in the year 2013 before me personally came Richard K. Waller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

*Concetta A. Petrucci*

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE6259026  
Qualified in Nassau County  
Commission Expires April 02, 2016



# E-176-13

## Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT13000025 NIFS Entry Date: 07/23/2013 Term: December 31, 2011 - Completion

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment # 2 <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

## Agency Information

Vendor	
Name Berkman, Henoch, Peterson, Peddy & Fenchel, P.C.	Vendor ID# 113142336
Address 100 Garden City Plaza Garden City, New York 11530	Contact Person Joseph E. Macy
	Phone (516) 222-6200 (extension 258)

County Department	
Department Contact Daniel Gregware	
Address 1 West St. Mineola, New York 11501	
Phone (516) 571-1675	

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/>	<i>[Signature]</i>	
8/23/13	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
8/23/13	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
	LEG Legislative Affairs	Fw'd Original K to CA	<input type="checkbox"/>	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>	<i>[Signature]</i>	
	County Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg	<input type="checkbox"/>	<i>[Signature]</i>	

EDWARD P. MANGANO  
County Executive



JOHN CIAMPOLI  
County Attorney

COUNTY OF NASSAU  
OFFICE OF THE COUNTY ATTORNEY  
One West Street  
Mineola, New York 11501-4820  
516-571-3056

MEMORANDUM

To: William Muller  
From: John Ciampoli  
Subject: Contract Deemed Approved Pursuant to Nassau County Charter § 103(8)(e)  
Date: November 8, 2013

The following personal service contract shall be deemed approved pursuant to Nassau County Charter § 103(8)(e):

Berkman, Henoch, Peterson, Peddy & Fenchel, P.C., E-176-13

The contract was filed with the Clerk of the Legislature on August 27, 2013 and has not been acted upon by the Rules Committee within forty-five (45) days of filing. Therefore, this contract shall be deemed approved by the Rules Committee as of October 11, 2013.

A handwritten signature in black ink, appearing to read "John Ciampoli", is written over the printed name and title.

JOHN CIAMPOLI  
COUNTY ATTORNEY

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** Berkman, Henoch, Peterson, Peddy & Fenchel, P.C.  
(CLAT13000025)

**CONTRACTOR ADDRESS:** 100 Garden City Plaza, Garden City, New York 11530

**FEDERAL TAX ID #:** 113142336

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**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.



- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

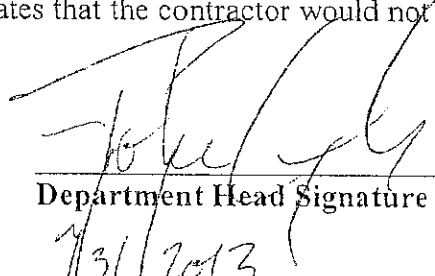
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

7/31/2013  
\_\_\_\_\_  
Date

***NOTE:*** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

## AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Berkman, Henoch, Peterson, Peddy & Fenchel, P.C., having an office located at 100 Garden City Plaza, Garden City, New York 11530 ("Counsel" or "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000013 between the County and Counsel, executed on behalf of the County on September 6, 2012, as amended by amendment one (1), County contract amendment number CLAT13000003, executed on behalf of the County on March 1, 2013 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigation known as Matthew Prince v. County of Nassau, et al. under case number 08-CV-1829 (DRH)(AKT), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from December 31, 2011 until completion of services, as defined under the Original Agreement, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Four Hundred Seventy-five Thousand Dollars (\$475,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to amend the Services and increase the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Services. In addition to the Services set forth in the Original Agreement, as amended by this Amendment (the "Amended Agreement"), Counsel shall also represent the County and all County employee defendants in their individual and official capacities in connection with the appeal to the Matthew Prince v. County of Nassau, et al. case, and Chrebet v. County of Nassau, et al. under case number 09-CV-4249 (DRH)(AKT) (collectively, the "Amended Services") (services added by this Amendment only, the "Amendment Services").

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Twenty-five Thousand Dollars (\$125,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Amended Services provided under the Amended Agreement shall be Six Hundred Thousand Dollars (\$600,000.00) (the "Amended Maximum Amount").

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

BERKMAN, HENOCH, PETERSON, PEDDY &  
FENCHEL, P.C.

By: Joseph E. Macy  
Name: JOSEPH E. MACY  
Title: VICE PRESIDENT  
Date: July 29, 2013

NASSAU COUNTY

By: John Ciampoli  
Name: John Ciampoli  
Title: County Attorney  
Date: 1/30/2013

NASSAU COUNTY

By: Richard E. Walker  
Name: Richard E. Walker  
Title: County Executive  
☒ Deputy County Executive  
Date: 11/6/14

PLEASE EXECUTE IN BLUE INK

DOUBLE-SIDED

Contract ID#: CQAT12000013



certified contract  
received on 04/08/2015  
Department: County Attorney L.N.

E-06-15

## Contract Details

SERVICES: Special Counsel

NIFS ID #: CLAT14000033 NIFS Entry Date: 11/25/2014 Term: December 31, 2011 - Completion

New <input type="checkbox"/>	Renewal <input type="checkbox"/>
Amendment # 3	X
Time Extension	<input type="checkbox"/>
Addl. Funds	X
Blanket Resolution RES#	<input type="checkbox"/>

1) Mandated Program:	Yes <input type="checkbox"/>	No X
2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No <input type="checkbox"/>
5) Insurance Required	Yes X	No <input type="checkbox"/>

## Agency Information

Vendor	
Name Berkman, Henoeh, Peterson, Peddy & Fenchel, P.C.	Vendor ID# 113142336
Address 100 Garden City Plaza Garden City, New York 11530	Contact Person Joseph E. Macy
	Phone (516) 222-6200 (extension 258)

County Department
Department Contact Daniel Gregware
Address 1 West St. Mineola, New York 11501
Phone (516) 571-1675

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>		
	OMB	NIFS Approval	<input type="checkbox"/>		Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/15/14	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/>		
	County Attorney	CA Approval as to form	<input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Leg. Affairs	Fw'd Original K to CA	<input type="checkbox"/>		
	Rules <input type="checkbox"/> Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	County Comptroller	NIFS Approval	<input type="checkbox"/>		
	County Executive	Notarization Filed with Clerk of the Leg	<input type="checkbox"/>		

5.06-15

RULES RESOLUTION NO. 9 - 2015

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A  
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU  
COUNTY ATTORNEY AND BERKMAN, HENOCH, PETERSON,  
PEDDY & FENCHEL, P.C.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 1-12-15  
VOTING:  
yeas 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment  
to a special counsel agreement with Berkman, Henoch, Peterson, Peddy &  
Fenchel, P.C., a copy of which is on file with the Clerk of the Legislature;  
now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101,  
the Rules Committee of the Nassau County Legislature affirms the  
amendment to a special counsel contract entered into by the Nassau County  
Attorney and Berkman, Henoch, Peterson, Peddy & Fenchel, P.C.

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** Berkman, Henoch, Peterson, Peddy & Fenchel, P.C.  
(CLAT14000033)

**CONTRACTOR ADDRESS:** 100 Garden City Plaza, Garden City, New York 11530

**FEDERAL TAX ID #:** 113142336

---

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

required through an inter-municipal agreement.

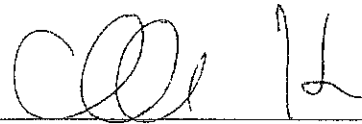
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

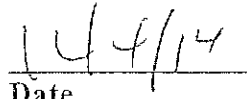
**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:**

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

### AMENDMENT NO. 3

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Berkman, Henoch, Peterson, Peddy & Fenchel, P.C., having an office located at 100 Garden City Plaza, Garden City, New York 11530 ("Counsel" or "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQAT12000013 between the County and Counsel, executed on behalf of the County on September 6, 2012, as amended by amendment one (1), County contract amendment number CLAT13000003, executed on behalf of the County on March 1, 2013, and as amended by amendment two (2), County contract amendment number CLAT13000025, executed on behalf of the County on January 6, 2014 (the "Original Agreement"), Counsel provides legal services to the County in connection with litigations known as Matthew Prince v. County of Nassau, et al. under case number 08-CV-1829 (DRH)(AKT), the appeal to the Matthew Prince v. County of Nassau, et al. case, and Chrebet v. County of Nassau, et al. under case number 09-CV-4249 (DRH)(AKT), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from December 31, 2011 until completion of Services, as defined under the Original Agreement, unless sooner terminated in accordance with the provisions of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was Six Hundred Thousand Dollars (\$600,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to increase the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

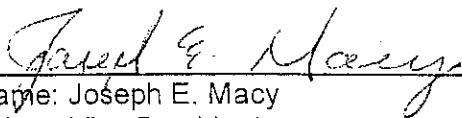
1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twenty-five Thousand Dollars (\$25,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be Six Hundred Twenty-five Thousand Dollars (\$625,000.00) (the "Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

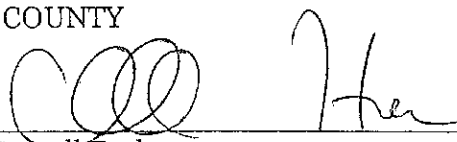


IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

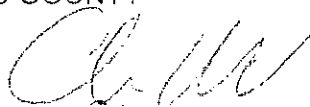
BERKMAN, HENOCH, PETERSON, PEDDY &  
FENCHEL, P.C.

By:   
Name: Joseph E. Macy  
Title: Vice President  
Date: November 20, 2014

NASSAU COUNTY

By:   
Name: Carnell Foskey  
Title: County Attorney  
Date: 12/4/14

NASSAU COUNTY

By:   
Name: Charles Roberts  
Title: County Executive  
☒ Deputy County Executive  
Date: 2-25-15

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Berkman, Henoch, Peterson, Peddy & Fenchel, P.C.  
Address: 100 Garden City Plaza  
City, State and Zip Code: Garden City, New York 11530

2. Entity's Vendor Identification Number: \_\_\_\_\_

3. Type of Business: \_\_\_\_\_ Public Corp \_\_\_\_\_ Partnership \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Ltd. Liability Co \_\_\_\_\_ Closely Held Corp \_\_\_\_\_ ☒ Other (specify)  
P.C.

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body; all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

<u>Rudolf J. Karvay</u>	<u>100 Garden City Plaza, Garden City, NY</u>
<u>Steven J. Peddy</u>	<u>100 Garden City Plaza, Garden City, NY</u>
<u>Gary H. Friedenberg</u>	<u>100 Garden City Plaza, Garden City, NY</u>
<u>Miriam Milgrom</u>	<u>100 Garden City Plaza, Garden City, NY</u>
<u>Joseph E. Maey</u>	<u>100 Garden City Plaza, Garden City, NY</u>

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

<u>Rudolf J. Karvay</u>	<u>100 Garden City Plaza, Garden City, NY</u>
<u>Steven J. Peddy</u>	<u>100 Garden City Plaza, Garden City, NY</u>

Gary H. Friedenber	100 Garden City Plaza, Garden City, NY
Miriam Milgrom	100 Garden City Plaza, Garden City, NY
Joseph E. Macy	100 Garden City Plaza, Garden City, NY

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

N/A

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 18, 2015

Signed: Joseph E. Macy

Print Name: Joseph E. Macy

Title: Vice-President

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A

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2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A

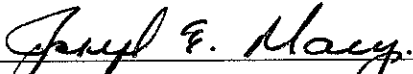
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

---

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 18, 2015

Signed: 

Print Name: Joseph E. Macy, Esq.

Title: Vice President



**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.